SOLICITATIO	N/CONTRACT OR TO COMPLE					EMS	M2037106S					PAGE	E1 OF	27
2. CONTRACT NO.			FECTIVE DATE	4. ORDI		IBER			5. SOLICITAT M00681-0	ION NUMBER 6-T-0122		6. SOLICI 21-Mar	TATION ISSI	JE DATE
7. FOR SOLICITATION INFORMATION CALL							760) 725	E NUMBER (No	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 03 Apr 2006					
9. ISSUED BY CODE M00681 REGIONAL CONTRACTING OFFICE-SW P O BOX 1609 OCEANSIDE CA 92051-1609				10. THIS ACQUISITION UNRESTRICTED X SET ASIDE: X SMALL BUSIN HUBZONE SM		RICTED E: 100 . BUSINES	IS 00 % FOR ESS		11. DELIVERY DESTINATION BLOCK IS MAR SEE SCHE	UNLESS	12. DIS	COUNT TE	RMS	
						8(A) UNDER DPAS (15 CFR 700) 13b. RATING								
TEL: 760 725 3233 FAX: 760 725 8445/4346						NAICS: 423440 SIZE STANDARD: 100			14. METHOD OF SOLICITATION X RFQ IFB RFP					
15. DELIVER TO M20371 IMEF (SSEC) BOX 555 CAMP PENDLETON C. TEL: 725-9209 FAX:		0022	M20371		16. AI	DMINISTE	RED BY				CC	DDE		
17a.CONTRACTOR	R/OFFEROR		CODE		18a. I	PAYMENT	WILL BE N	MAD	E BY		C	ODE		
17b. CHECK I	F REMITTANCE IS	DIFFERENT	AND PUT			SUBMIT I		ТО	1 -	S SHOWN IN E	BLOCK 18a.	UNLES	S BLOCK	
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25. ACCOUNTING	AND APPROPRIAT	TON DATA								26. TOTAL	AWARD AM	OUNT (Fo	or Govt. Us	se Only)
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30a. SIGNATURE	OF OFFEROR/CO	NTRACTOR			31	la.UNITED	STATES O	F AN	MERICA (SIGNATURE OF C	ONTRACTING	OFFICER)	31c. DAT	E SIGNED
30b. NAME AND T	TITLE OF SIGNER		30c. DATE	SIGNE	31	lb. NAME	OF CONTRA	CTIN	NG OFFICER	R (TYPE	OR PRINT)			
					T	EL:				EMAIL:				

SOLICITA	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)										
19. ITEM NO.			20. SCHEDULE OF	SUPPLIES/ SER	RVICES		21. QUANTITY	22. UNIT	23. UNIT I	PRICE	24. AMOUNT
19. ITEM NO.			20. SCHEDULE OF S		RVICES		21. QUANTITY	22. UNIT	23. UNIT I	PRICE	24. AMOUNT
32a. QUANTITY IN	COLUMN	21 HAS	BEEN				l		1		1
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			ACCEPTED, AND CONF		CONTRAC						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						NTED NAME AND TITLE OF AUTHORIZED GOVERNMENT PRESENTATIVE					
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REF			EPRESENTATIV	Έ		PHONE NUMBER					
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38. S/R ACCOUNT	S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID					·					
41a. I CERTIFY THI 41b. SIGNATURE A			ORRECT AND PROPER TIFYING OFFICER	FOR PAYMENT 41c. DATE	42a. RE	CEIVED BY	(Print)				
					42b. RECI		CEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS							

Section SF 1449 - CONTINUATION SHEET

ITEM NO CLIN Number Code 0001	SUPPLIES/SERVICES	QUANTITY CLIN Quantity 1	UNIT Each	UNIT PRICE	AMOUNT
	CLIN Description ARMO FFP SEE SCHEDULE FOR D		STEM		

FOB: Destination

MILSTRIP: M2037106SUC0033 MFR PART NR: GS-OOF-0043L

PURCHASE REQUEST NUMBER: M2037106SUC0033

NET AMT

REQUIREMENTS

Marine Corps Base, Camp Pendleton, California has a requirement for an armory storage system capable of securely fitting and storing various weapons and optical equipment, such as M16s'; M4s'; M9s'; MK19s'; M2s'; M249s'; M240s'; bayonets, and night vision goggles. The storage system must be versatile and able to reconfigure to accommodate the different size weapons and gear, as needed. The system must have the ability to securely fit and store rifles that have devices mounted on them to include ACOG sights in place of iron sights, sure fire lights, M203 grenade launchers, and PEQ2 infrared laser sights mounted in various positions along the hand guards. Each cabinet must be lockable and meet requirements as specified in OPNAVINST 5530.13C Arms Storage Requirements, with emphasis on locking mechanism standards. The storage system must simultaneously allow access to multiple racks for rapid drawing of weapons and gear. The estimated workspace for the storage system is 48' L x 12' W. The minimum capacity requirements are as follows:

M16: Qty- 1,302 M240: Qty- 25 M4: Qty- 30 M2: Qty- 28 M9: Qty- 1,200 M2 Barrel: Qty- 56 MK19: Qty- 16

Optic Bags: Qty- 300 (estimate dimensions 12"L x 7"W x 5"D)

All interested firms shall submit the following:

- 1. Descriptive literature (i.e. brochures, etc.) of products to meet our needs.
- <u>2.</u> A minimum of two references for similar work completed within the past two years with the point of contact, telephone number, contract number, and brief description of work completed.
- 3. A brief description of experience in installing similar systems.
- 4. Estimated time required to install system
- 5. Estimate of price of system

The Government will select the products considered most advantageous and check references, then select one vendor with whom to negotiate details. If agreement cannot be reached with that vendor, the Government will move to another of the most advantageous vendors.

The point of contact regarding this requirement is Melissa Clark at 760-725-8133. Interested parties shall email items listed above to melissa.clark@usmc.mil or fax to 760-725-8445.

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

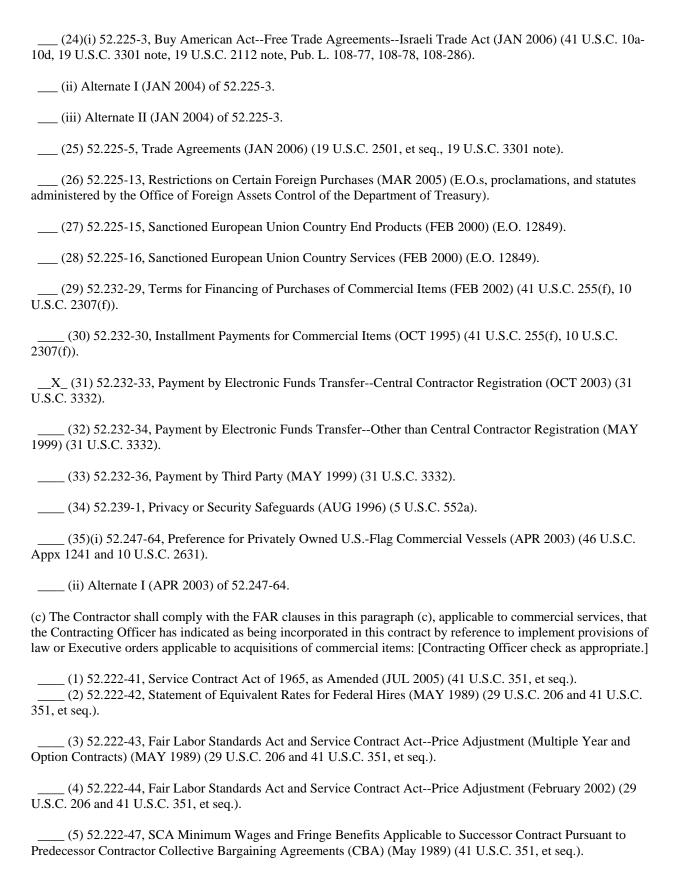
52.204-7	Central Contractor Registration	OCT 2003
52.212-1	Instructions to OfferorsCommercial Items	JAN 2006
52.212-4	Contract Terms and ConditionsCommercial Items	SEP 2005
52.247-34	F.O.B. Destination	NOV 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- $_{\rm L}$ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___(4) [Removed].
- _X_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
X (15) 52.222-19, Child LaborCooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
(23) 52.225-1, Buy American ActSupplies (JUNE 2003) (41 U.S.C. 10a-10d).



- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/UID/equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid--types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--
- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No. Item description:

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--
- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at http://www.acq.osd.mil/dpap/UID/guides.htm; and
- (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
- (i) The Contractor shall--
- (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

- (ii) The issuing agency code--
- (a) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Government's unit acquisition cost.
- (e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number.**

(9) Current part number effective date.**
(10) Serial number.**
(11) Unit of measure.
(12) Description.
** Once per item.
(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/UID/DataSubmission.htm.
(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.
(End of clause)
252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2005)
(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
_X 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
_X 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).
_X 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
252.225-7036 Buy American ActFree Trade AgreementsBalance of Payments Program (JUN 2005) (Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
252.227-7015 Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_X 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
_X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
_X 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III (May 2002).
_X252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
(End of clause)

<u>Contractor and subcontractor employee compliance with installation rules and regulations.</u> The Contractor is responsible for ensuring that each of its subcontractors fully complies with the following provisions, and shall flow down to subcontracts a clause to satisfy this contractual obligation.

- a. The Contractor is responsible for providing information required obtaining clearances, permits, passes, or security badges required for Contractor personnel or equipment access. This includes information required for police or background checks or investigations and all other requirements of the issuing activity.
- b. The Contractor is responsible for ensuring such clearances, permits, passes, or security badges are promptly returned to the issuing activity upon termination of an employee, completion of a project, or termination of a contract or subcontract.
- c. All Contractor personnel performing work under this contract who require access to military installations shall obtain personal entry and vehicle passes from the Provost Marshall's Office (PMO) of each base. For Camp Pendleton, this process currently includes the requirement that employees under a contract of one year or longer obtain a Business Pass, which requires completion of an application used to conduct background checks. Base access requirements and procedures may change during the term of the contract. The contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modifications.
- d. The Commanding general of each base has broad authority to remove or exclude any person in fulfilling his responsibility to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding General may refuse to grant personal entry passes or may bar Contractor employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass or barment of an employee does not relieve the Contractor of the responsibility to continue performance under this contract.
- e. The Contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this contract.
- f. Contractor personnel performing work under this contract shall be readily identifiable as an employee of the contractor through he use of uniforms or nametags, or via an alternate method approved by the contracting officer.
- g. Contractor personnel and equipment entering a military installation are subject to security checks. Contractor personnel shall follow any direction given by Military Police or other security or safety personnel.

CURRENT PROCEDURES FOR CAMP PENDLETON

APPLICATION FOR VENDOR/CONTRACTOR BUSINESS PASSES:

*Contractors applying for a Contractor Business Pass Will report directly to Support Police Administrative Services Branch (Bldg. 1523) for processing.

Denial or revocation of a business pass may be made if the applicant:

- (a) Is listed on the National Terrorist Watch List.
- (b) Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or Social Security Number (SSN) cannot be verified.
- (c) Is subject to an outstanding criminal warrant.
- (d) Whose business pass application contains false or fraudulent information.
- (e) Has obtained a felony conviction within the last 10 years.
- (f) Has obtained a total of three criminal misdemeanor convictions within the last 10 years.
- (g) Who is a registered sex offender regardless of the date of the criminal offense.
- (h) Has obtained a criminal misdemeanor or felony conviction for the following types of criminal offenses:
 - (1) Offenses of a sexual nature;
 - (2) Offenses of violence;
 - (3) Offenses related to gang related activity, supremacist, or extremist behavior; i.e., hate crimes;
 - (4) Crimes resulting from the possession, use, manufacturer, introduction, or distribution of any illegal drug listed in the Comprehensive Drug Abuse Prevention & Control Act of 1970, Schedules I through IV;

- (5) Offenses in which weapon instrumentality (e.g., firearm, knife, or other bladed instrument, club, brass knuckles) was used either as a means of violence, or threat of violence.
- Whose military active duty was terminated by the receipt of a dishonorable discharge or bad conduct discharge.
- (j) Has been issued a debarment order and is currently banned from military installations.
- (k) Who has exhibited characteristics, traits, or other indica that cause concern for the safety or welfare of personnel and/or residents aboard the base; or that causes concern for the physical security of the base.

Personnel denied a business pass may appeal in writing to the Commanding General, Marine Corps Base, Camp Pendleton (Attn: CMD Inspector).

Business Passes issued by Support Services Division's Police Admin Services Branch to vendors or contractors are effective from the date of issuance, for a period of 90 days or the end of the contract whichever date occurs first.

ADDITIONAL BASE REQUIREMENTS

- (a) Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to the appropriate personnel for processing and security inspection.
- (b) The Contractor is responsible for ensuring that all employees and each of its subcontractors fully complies with base access requirements, and shall flow down to subcontracts a clause to satisfy this contractual obligation. The Contractor is responsible for providing the information required to obtain clearances, permits, passes, or security badges required for employee or equipment access. This includes information required for police or background checks or investigations and all other requirements of the issuing activity. This responsibility includes, but is not limited to, the current requirements discussed below, and any modifications to these requirements which occur during the term of the contract.
- (c) All contractor personnel are to be familiar with the Camp Pendleton Fire Danger Rating System (FDRS). Personnel are required to observe all restrictions applicable under the FDRS pertaining to permit activities while on the Base. In particular, vehicles shall be parked only on bare soil/rock. Smoking is restricted to areas of bare soil. Fires of any nature are prohibited.
- (d) Do not pickup, remove, or disturb any ordnance (spent or live ammunition, brass, pyrotechnics, etc.) found while on Camp Pendleton.
- (e) Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the POC. If your vehicle gets stuck or breaks down, military personnel cannot pull or tow your vehicle. Call Mainside service station (725-5828) who will refer you to a civilian wrecker service or information (411) for assistance.

52.232.9650 Wide Area WorkFlow-Receipt and Acceptance

USMC WIDE AREA WORKFLOW IMPLEMENTATION (DEC 2004)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)," the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) register to use WAWF-RA at https://wawf.eb.mil and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at http://www.ccr.gov within ten (10) calendar days after award of this contract/order. The USMC WAWF-RA POC for this contract/order is: Judy Vinzant, telephone 760 725-3418.

Introduction: Wide Area Work Flow is a web-based invoicing and acceptance system that enables Vendors (Contractors) to submit their invoices electronically to the receiver of the supplies or services. The receiver receives an email notification and then can log in and perform the necessary acceptance requirements. Once the acceptance portion is completed, the invoice and acceptance are forwarded to DFAS for processing.

Benefits: This paperless system prompts the receiver to perform the acceptance functions, an area that has traditionally been the weak link in the invoice processing chain. Invoices and acceptance functions can be tracked on line without further correspondence.

For first-time users: The "E-Business Point of Contact" listed in your company's profile in CCR must contact the DISA Helpdesk to register your CAGE (BINCs) Code. The phone number for the help desk is 866 618-5988.

F.O.B. Origin orders: If freight is pre-paid, the transportation cost must be shown on the same invoice that supplies are billed. Transportation Charges must be included as separate contract line item on the contract. If the freight charges exceed the amount listed on the contract, the Contractor must contact the Contracting Officer immediately to prevent delay of payment.

In accordance with the DoD Financial Management Regulation, Volume 10, Chapter 14, Paragraph 140105: reimbursement of freight charges requires a freight receipt be submitted for freight charges that exceed \$25.00. This freight receipt should be submitted as an attachment in Wide Area Workflow. Attachments can be added under the "Miscellaneous Tab."

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent:

č
Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.
(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents as part of its offer that it $(\)$ is, $(\)$ is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.
Note: Complete paragraphs $(c)(6)$ and $(c)(7)$ only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

Average Annual
Number of Employees Gross Revenues
50 or fewer \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500 \$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000 \$10,000,001 - \$17 million
Over 1,000 Over \$17 million
(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
(i) General. The offeror represents that either
(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It () has, ()(has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:)
(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of

Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Certifications and representations required to implement provisions of Executive Order 11246
(1) Previous Contracts and Compliance. The offeror represents that
(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and
(ii) It () has, () has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that-
(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American ActSupplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American ActSupplies."
(2) Foreign End Products:
Line Item No.:Country of Origin:
(List as necessary)
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_	_

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_	_
-	_

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.	
_	
<u> </u>	
_	

[List as necessary]

- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_	-
	_
_	-

[List as necessary]

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_	_
_	_
-	-

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --
- (1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- ()(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- () (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation.

The Offeror represents that it-

____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)